

**STATE OF IOWA
DEPARTMENT OF COMMERCE
IOWA UTILITIES BOARD**

In RE: Dakota Access, LLC.

Fredrikson & Byron, P.A.

Docket No.: FCU-2016-0006

**COMMENTS TO “DAKOTA ACCESS’ RESPONSE TO JUNE 27, 2016
COMPLAINT OF ERIN RILEY”**

I, Erin Riley, respectfully submit this 8th day of July, 2016, comments to “Dakota Access’ Response to June 27, 2016 Complaint of Erin Riley.”

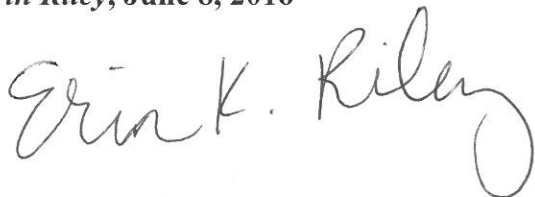
Despite Mr. Dublinske’s dubious portrayal and deliberate misrepresentation of dates and details related to my complaint, the fact remains: *with my signed voluntary easement agreement dated May 16, 2016, I requested in writing that any monies due to me please be paid to the fee owners of our property—and after multiple attempts on multiple occasions I was finally sent the Directive of Payment form by Fredrikson & Byron, P.A., on June 17, 2016.* The delay was not because of my unwillingness to participate, or my unreasonable unavailability as Dublinske claims, but solely because of the failure of Fredrikson & Byron, P.A., to provide me with the appropriate paperwork in a timely manner. It is immaterial and inconsequential that I do not wish to provide Fredrikson & Byron, P.A. (or Dakota Access, LLC.), with my personal tax and social security information.

Regardless of whether my complaint is dismissed, I would like it noted for public record that the actions of Dakota Access, LLC., and Fredrikson & Byron, P.A. are lacking in professional ethics and conduct for the following offenses:

- 1.) They delayed and discounted payment without reasonable basis, and were not forthcoming with relevant information to the delayed and discounted payment while additionally failing to provide a clear written explanation of the reasons why payment amounts were offered in contract and then subsequently discounted.
- 2.) They misrepresented conflicting financial information in their filings that improperly mischaracterized and minimized my complaint.
- 3.) Finally, I believe they have used demeaning and disparaging language and methods in their filings which victimized and marginalized me as a complainant.

In conclusion, I believe that Dakota Access, LLC., and Fredrikson & Byron, P.A. were irresponsible with legal or contractual obligations, and were intentionally misleading entering into an agreement involving payment without the intention of honoring it in full.

By: /s/ Erin Riley, June 8, 2016

A handwritten signature in cursive script that reads "Erin K. Riley". The signature is written in dark ink and is positioned below the typed name and date.